

INTERGOVERNMENTAL AGREEMENT

AMONG

THE STATE OF ARIZONA,

THE CITY OF MESA

AND

THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

THIS AGREEMENT is entered into 24 July, 2001 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954 as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "STATE"), the CITY OF MESA acting by and through its MAYOR and COUNCIL, (the "CITY") and the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, acting by and through its BOARD OF DIRECTORS (the "DISTRICT").

I. RECITALS

1. The STATE is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the STATE.

2. The CITY is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the CITY.

3. The DISTRICT is empowered by Arizona Revised Statutes Section 48-3603 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the DISTRICT.

4. The STATE, CITY and the DISTRICT desire to jointly participate in funding a joint drainage Design Concept Report (DCR), herein referred to as the "Project", at an estimated cost of up to \$260,000.00, for a drainage channel from the East Maricopa Floodway to Guadalupe Road on the south or east side of the Santan Freeway (SR202L), as shown in the Scope of Work, attached hereto and made a part hereof as Exhibit "A". Should the Project exceed the estimated cost, the parties agree to renegotiate the terms of the agreement.

5. The purpose of this agreement is to define the responsibilities of the parties herein with respect to the funding and preparation of joint drainage Design Concept Report. Participation in this Agreement does not commit the parties to enter into any future agreements regarding the Santan (202L) Freeway Drainage improvement.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 24776
Filed with the Secretary of State

Date Filed: 07/24/01

Betsy Gayles
Secretary of State

By Vicky D. Graenewald

II. SCOPE OF WORK

1. The STATE will:

a. Upon execution of this agreement, invoice the DISTRICT and the CITY, in the amount of \$30,000.00 each for their participation in funding of the Project. Be responsible for an estimated amount of up to \$200,000.00 for the State's participation in funding of the Project.

b. Prepare the Project, which is a joint drainage Design Concept study for a channel from the East Maricopa Floodway to Guadalupe Road, on the south or East Side of the Santan Freeway (SR202L), as described in Exhibit A (Scope of Work). Provide the CITY and the DISTRICT timely copies of Project progress submittals, and ensure the incorporation of CITY and the DISTRICT review comments in the Design Concept Report.

c. Upon completion of the joint drainage Design Concept Report, provide copies to the CITY and the DISTRICT of the final report for concurrence.

2. The CITY will:

a. Upon execution of this agreement and receipt of an invoice from the STATE, remit the total payment of \$30,000.00 for the CITY's participation in funding the Project. Be responsible for a total amount of \$30,000.00 for the CITY's participation in funding of the Project, as described in the Scope of Work, Exhibit A.

b. Review Project progress submittals and provide comments to the STATE as appropriate.

3. The DISTRICT will:

a. Upon execution of this agreement and receipt of an invoice from the STATE, remit the total payment of \$30,000.00 for the DISTRICT's participation in funding the Project. Be responsible for \$30,000.00 for the DISTRICT's participation in funding of the Project, as described in the Scope of Work, Exhibit A.

b. Review Project progress submittals and provide comments to the STATE as appropriate.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance under this agreement, upon thirty (30) days written notices to the other parties. It is understood by the parties, if the agreement is cancelled after construction advertisement, the party canceling the agreement will be responsible for any monies expended by the State, up to the time of cancellation. The parties are entitled to the usage of study results.

2. This agreement shall become effective upon filing with the Secretary of State.

3. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement. The DISTRICT and the CITY may demand an inspection and audit of the records of the STATE within five years of completion of the contract, which is the subject of this Agreement

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Mesa
City Manager
P. O. Box 1466
Mesa, AZ 85211-1466

Flood Control District of Maricopa County
Chief Engineer and General Manager
2801 W. Durango Street
Phoenix, AZ 85009

7. Attached to this agreement or contained herein are the written determinations by the appropriate attorneys for the parties to this agreement, that these agencies are authorized under the laws of that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
a Municipal Corporation and Political
Subdivision of the State of Arizona

Recommended:

By: 
MICHAEL S. ELLEGOOD, P.E.
Chief Engineer and General Manager

5-22-01

(DATE)

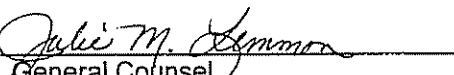
Approved and Accepted:

Attest:

By:  6/6/01
JANICE K. BREWER
Chairman, Board of Directors

By: 
Clerk of the Board

The forgoing Intergovernmental agreement has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

By: 
General Counsel

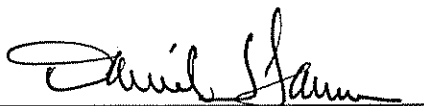
5/23/01
(DATE)

CITY OF MESA


STATE OF ARIZONA

Department of Transportation

By: 
MIKE HUTCHINSON
City Manager

By: 
DANIEL S. LANCE
Deputy State Engineer

ATTEST:

By: 
BARBARA JONES
City Clerk



RESOLUTION

BE IT RESOLVED on this 22nd day of September 2000, that I, the undersigned MARY E. PETERS, as Director of the ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the STATE OF ARIZONA that the DEPARTMENT OF TRANSPORTATION, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an agreement with the CITY OF MESA and THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, for the purpose of defining the responsibilities to prepare a Design Concept Report (DCR) for a drainage channel from the East Maricopa Floodway to Guadalupe Road on the southeast side of the Santan Freeway (SR 202L)

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer or higher for approval and execution

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group

for MARY E. PETERS, Director

RESOLUTION NO. 7643

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION, THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, AND THE CITY OF MESA FOR A DESIGN CONCEPT REPORT FOR PROPOSED DRAINAGE IMPROVEMENTS ALONG THE SANTAN FREEWAY FROM THE EAST MARICOPA COUNTY FLOODWAY TO GUADALUPE ROAD

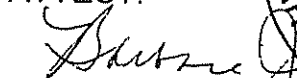
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, AS FOLLOWS:

Section 1: That the cost sharing agreement between the State of Arizona Department of Transportation, the Flood Control District of Maricopa County and the City of Mesa for a Design Concept Report for proposed drainage improvements along the Santan Freeway from the East Maricopa County Floodway to Guadalupe Road; is hereby approved.

Section 2: That the City Manager, Michael T. Hutchinson, or his designated representative, is authorized and directed to execute the agreement on behalf of the City of Mesa, and the City Clerk is authorized and directed to attest to the signature of the City Manager or his authorized designated representative thereon.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 16th day of April, 2001.

ATTEST:



City Clerk



APPROVED:



Mayor

EXHIBIT A

DESIGN CONCEPT REPORT 202L – SANTAN FREEWAY CHANNEL EAST MARICOPA FLOODWAY TO GUADALUPE ROAD

SCOPE OF WORK

Prepare a Design Concept Report for a drainage channel from the East Maricopa Floodway to Guadalupe Road along the south/east side of the Santan Freeway (202L). The associated portion of the Santan Freeway will be designed to the Stage I (15%) level to locate the proposed channel and define the right-of-way required. Obtain the current hydrology model from Flood Control District of Maricopa County (FCDMC) and modify it to include the Santan Freeway and Channel.

1. Hydraulics and Hydrology

1.1. Data Collection.

- 1.1.1. The primary source of data collection will be any existing hydrologic and conceptual design reports and any applicable drainage reports. Field reconnaissance will be performed as necessary.

1.2. Hydrologic Analysis.

- 1.2.1. Preliminary hydrologic (HEC-1) modeling for this segment has been performed by the FCDMC and will be reviewed and revised as necessary. Existing sub-basin boundaries may need to be defined more accurately to identify flows contributing to the Santan Channel. Both the future condition with all of the Southeast Mesa ADMP's recommended features in place and the current condition will be evaluated. Impacts to Section 404 due to changing from a pass-through system to a channel collection system will be evaluated.

1.3. Hydraulic Analysis

- 1.3.1. A preliminary hydraulic analysis (normal Depth) will be performed for the conceptual channel design. This analysis will identify the preliminary size of the drainage system for right-of-way acquisition purposes and will allow preparation of a preliminary cost analysis.
- 1.3.2. Stage I (15% Concept Design) channel plan and profile drawings will be prepared.

1.4. Reports

- 1.4.1. A DCR level Design Memorandum will be prepared to document the hydraulic and hydrologic analyses in accordance with ADOT procedures. This document will be suitable to continue the design effort and preparation of construction plans.

2. Surveying and Mapping.

- 2.1. The Santan Freeway corridor from north of Guadalupe Road to west of the East Maricopa Floodway has been aerial mapped to ADOT standards. The mapping product has a 1-foot contour interval and a map scale of 1"=50". A digital terrain model (DTM) is provided.
- 2.2. Ground control utilized NAD 1983 (1992) coordinates. ADOT provided a Results of Survey to establish Section Corner Control.
- 2.3. This mapping is tied into the mapping of the 202L Corridor north of Guadalupe Road to US 60 which is being performed by separate contract.

3. Utility Research and Reports.

- 3.1. Existing utilities in the corridor will be located using as-built utility plans provided by the utility companies. No ground survey will be performed, field reconnaissance will be conducted where appropriate.
- 3.2. Utility impacts to the freeway and channel will be evaluated and proposed relocations will be identified with cost estimates.
- 3.3. A DCR level utility report will be prepared to document the results of the utility research, the proposed relocations and cost estimates.

4. Traffic Analysis.

- 4.1. MAG will be requested to provide future traffic projections for the freeway and crossing arterial streets.
- 4.2. Utilizing the traffic projections provided by MAG, traffic analyses will be performed for the freeway mainline, exit and entrance ramps, and auxiliary lanes. Each of the Traffic Interchanges (Guadalupe Road , Elliot Road, and Hawes Road) will be evaluated and levels of service (LOS) will be established for the system and each interchange. Queuing analysis will be performed to determine length of turn bays.
- 4.3. A DCR level traffic report will be prepared to document the results of the various analyses.

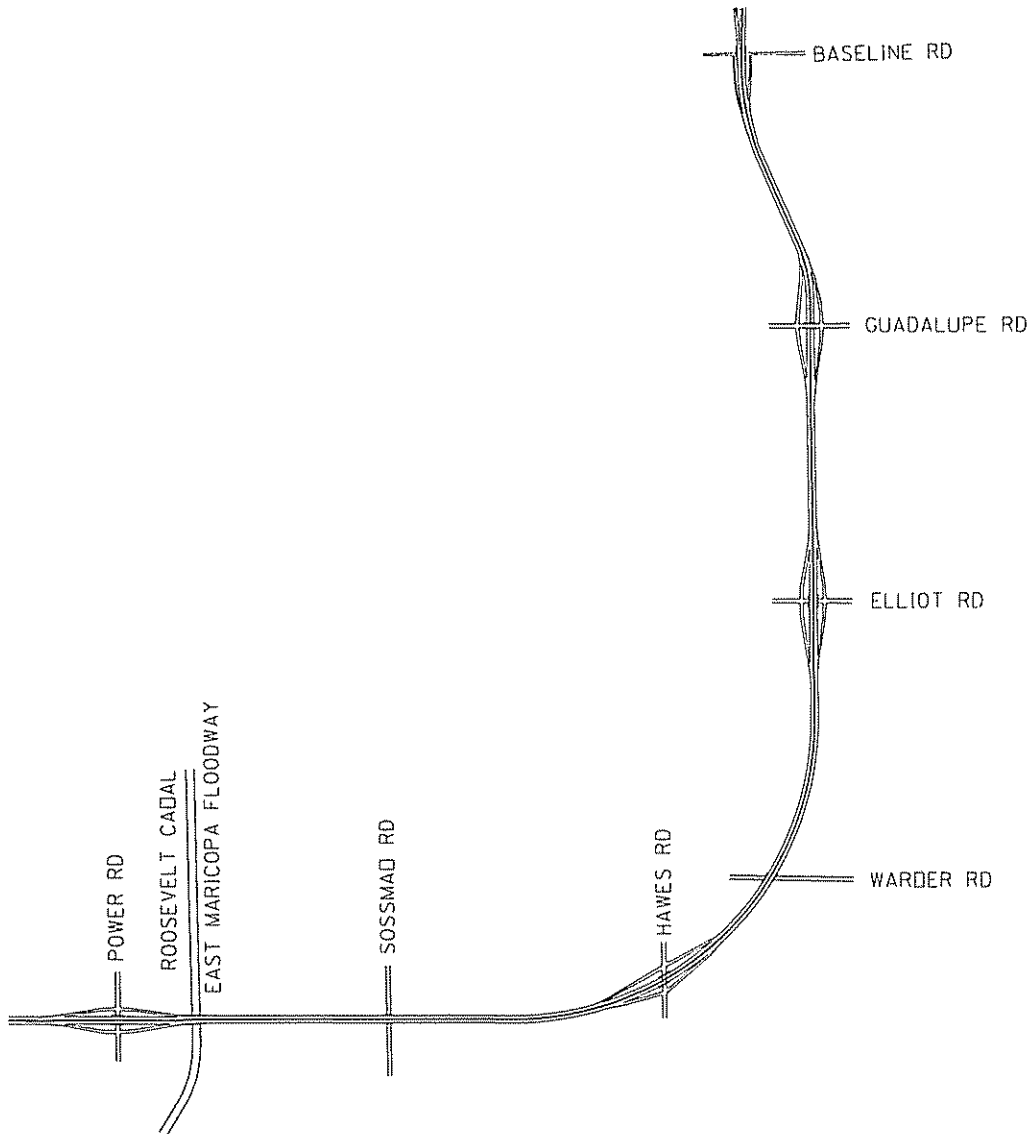
5. Roadway.

- 5.1. Develop the horizontal and vertical geometry for the mainline, ramps and cross roads.
- 5.2. Develop preliminary typical roadway cross-sections for the mainline, ramps and cross roads.
- 5.3. Develop preliminary roadway cut and fill slope lines in order to determine the location and alignment of the proposed channel.
- 5.4. Prepare Stage I (15% concept design) roadway plan, profile and cross sections.
- 5.5. Prepare Design Concept Report with Stage I cost estimate.

6. Time of Completion

- 6.1. The DCR shall be completed within 6 months of Notice to Proceed.

**202L – SANTAN FREEWAY CHANNEL
EAST MARICOPA FLOODWAY TO GUADALUPE ROAD**



LIMITS OF STUDY

APPROVAL OF THE CITY OF MESA ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION; THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, and the CITY OF MESA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement

DATED this 17 day of April, 2001

Neal J. Beets
NEAL BEETS, City Attorney

Return to Contracts Branch
Flood Control District of Maricopa County
2801 W. Durango Street, Phoenix, AZ 85009

INTERGOVERNMENTAL AGREEMENT

FCD 2001A005

among the

**FLOOD CONTROL DISTRICT OF MARICOPA COUNTY,
ARIZONA DEPARTMENT OF TRANSPORTATION, and the
CITY OF MESA**

for the

Design Concept Report

for the

**SANTAN FREEWAY DRAINAGE CHANNEL
SOUTH OF GUADALUPE ROAD TO THE EAST MARICOPA FLOODWAY**

**Approved by the
BOARD OF DIRECTORS
of the
Flood Control District of Maricopa County**

Agenda Item No. C-69-01-094-2-00

Date 6-6-01

**DO NOT REMOVE
THIS COVER IS PART OF THE OFFICIAL DOCUMENT**



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8855

Fax (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

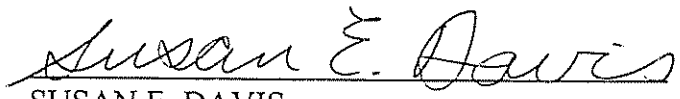
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-2367TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED July 19, 2001.

JANET NAPOLITANO
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

694219